

TRUCKEE-CARSON IRRIGATION DISTRICT
EMPLOYEES ASSOCIATION AGREEMENT

Agreement

between the

Truckee-Carson Irrigation District Employees Association

and the

Truckee-Carson Irrigation District

2014

TRUCKEE-CARSON IRRIGATION DISTRICT
EMPLOYEES ASSOCIATION AGREEMENT

TABLE OF CONTENTS

Article 1 - RECOGNITION EMPLOYEES ASSOCIATION	5
Article 2 - NO STRIKE PLEDGE	6
Article 3 - NON-DISCRIMINATION	7
Article 4 - GENERAL SAVINGS CLAUSE	8
Article 5 - ASSOCIATION RIGHTS	9
Article 6 - APPLICABILITY OF CONTRACT TERMS AND RESERVATION OF MANAGEMENT RIGHTS	10
Article 7 - EMPLOYEE RIGHTS	11
Article 8 – DISCHARGE AND DISCIPLINE	12
Discipline Guidelines	
14	
Employee Warning Report	16
Article 9 – SENIORITY	17
Article 10 – GENERAL PROVISIONS	18
Pay Periods	18
Rest Periods	18
Lunch Periods	
18	
Travel	18
Per Diem Allowance	18
Vehicle Milage Allowance	18
Mailing Lists	19
Other Duties	19
Ditchriders	19
Article 11 – REDUCTION IN FORCE	20
Notice	20
Employee Association Contact	20
Implementation	20
Re-employment Procedures	
21	
Article 12 – SAFETY POLICY	22

TRUCKEE-CARSON IRRIGATION DISTRICT
EMPLOYEES ASSOCIATION AGREEMENT

Safety Awareness	22
Violence in the Workplace	23
Safety Responsibilities of the Employee	23
Head Protection	23
Seat Belts	23
Article 13 – WAGE SCALE	
24	
Employee Advance Request	
25	
Article 14 – NEW EMPLOYEES	26
Probation	26
Orientation	26
Article 15 – PROCEDURES FOR FILLING VACANCIES	27
Article 16 – SICK LEAVE	28
Notification of Sick Leave	28
Transfer of Sick Leave	28
Article 17 – INJURY ON DUTY	29
Coordination of Benefits	29
Article 18 - OTHER LEAVE	30
Military Leave for Employees	30
Leave of Absence Without Pay	30
Leave of Absence Authorization Form	32
Bereavement Leave	31
Article 19 – Holidays	
33	
Article 20 – OVERTIME PAY	34
Call Out	34
Holiday Work	34
Hazard Pay	34
Compensatory Time Off	34
Control and Documentation of Overtime and Compensatory Time	
35	
Article 21 – COURT DUTY	36

TRUCKEE-CARSON IRRIGATION DISTRICT
EMPLOYEES ASSOCIATION AGREEMENT

Article 22 – GRIEVANCE PROCEDURES

37		
	Supervised Employee	
37		
	Supervisor	37
	Definitions	37
	Informal Resolution	38
	Formal Levels	
38		
	General Provisions	39
	Grievance Form	40

Article 23 – DISTRICT EQUIPMENT AND VEHICLES

41

Article 24 – GROUP HEALTH INSURANCE AND RELATED BENEFITS 42

Article 25 – PUBLIC EMPLOYEES' RETIREMENT 43

Article 26 – VACATION LEAVE 44

	Availability of Vacation Time	44
	Scheduling of Vacation Time	
44		
	Termination of Employment	
45		
	Reinstatement of Employment	45

Article 27- TERM OF CONTRACT

46

Article 28- EMPLOYER AND EMPLOYEES ASSOCIATION ACCEPTANCE

47

TRUCKEE-CARSON IRRIGATION DISTRICT
EMPLOYEES ASSOCIATION AGREEMENT

Article 1

RECOGNITION EMPLOYEES ASSOCIATION

The District recognizes the Truckee-Carson Irrigation District Employees Association, as the exclusive bargaining representative for all District employees eligible for membership in the Association within the scope of Chapter 288, Nevada Revised Statutes.

The provisions of this agreement are effective during the term of this agreement and as long as recognition has not been withdrawn in accordance with Chapter 288 of NRS.

Bargaining Unit of the Truckee-Carson Irrigation District Employees Association consists of all full-time and permanent non-supervisory employees in the Operations, Maintenance, Shop and Office departments within the District excluding supervisors, administrative personnel as defined in NRS 288.025, and seasonal, part time or temporary employees.

TRUCKEE-CARSON IRRIGATION DISTRICT
EMPLOYEES ASSOCIATION AGREEMENT

Article 2

NO STRIKE PLEDGE

Pursuant to Chapter 288 of the Nevada Revised Statutes, the Truckee-Carson Irrigation District Employees Association agrees that neither it, nor its officers, agents, employees or members will engage in, encourage, sanction, support, or suggest any strike against the Truckee-Carson Irrigation under any circumstances.

Strike is defined in NRS 288.070, as a stoppage of work, slowdown or interruption of the operations by employees, or an absence from work upon any pretext or excuse, such as an illness, which is not founded in fact.

TRUCKEE-CARSON IRRIGATION DISTRICT
EMPLOYEES ASSOCIATION AGREEMENT

Article 3

NON-DISCRIMINATION PLEDGE

The District, the Association, its members, or their designated agents or representatives will not willfully discriminate because of race, color, religion, sex, age, physical or visual handicap, national origin or because of political or personal reasons or affiliations.

The District, the Association, its members, or their designated agents or representatives will not willfully interfere with, restrain or coerce any employee by reason of his/her membership in the Association or participation in any activity approved by this Agreement.

The District or its designated representative will not willfully discriminate in regard to hiring, tenure or any term or condition of employment to discourage or encourage membership in the Association or in any other employee organization.

TRUCKEE-CARSON IRRIGATION DISTRICT
EMPLOYEES ASSOCIATION AGREEMENT

Article 4

GENERAL SAVINGS CLAUSE

In the event any provision of this Agreement is or shall be rendered invalid by applicable legislation or be declared invalid by any court or regulatory agency of competent jurisdiction, such action shall only invalidate that provision of the Agreement.

All other provisions not rendered invalid shall remain in full force and effect, and that the parties shall enter into negotiations to attempt to correct the invalid section or sections.

TRUCKEE-CARSON IRRIGATION DISTRICT
EMPLOYEES ASSOCIATION AGREEMENT

Article 5

ASSOCIATION RIGHTS

A. Payroll Deduction of Dues

1. Upon appropriate written authorization from the employee, the District shall deduct the authorized deduction for Association dues on or about July 1st, and make appropriate remittance to the Association.
2. The District agrees not to honor any check-off authorization or dues deduction authorization executed by any employee in the bargaining unit in favor of any other labor organization.

B. Association Communications

1. The Association may use District facilities as it has in the past for meetings with employees it represents, i.e., the use of the "bull room" as long as such room is available after regular working hours.
2. The Association shall be permitted the use of designated bulletin boards located in conspicuous areas within each District facility for the purpose of communicating Association business to its members.

TRUCKEE-CARSON IRRIGATION DISTRICT
EMPLOYEES ASSOCIATION AGREEMENT

Article 6

**APPLICABILITY OF CONTRACT TERMS
AND RESERVATION OF MANAGEMENT RIGHTS**

This contract and its terms do not apply to seasonal, part time or temporary employees.

Notwithstanding any terms of this contract, management reserves the right to manage the District and make policy in an efficient and economical manner that will meet the needs of the water user and to set policy on all matters not otherwise agreed to herein.

Management reserves the right to develop, change and enforce policy on the behalf of public safety. (Drug and Alcohol Policy)

In addition and without limitation management reserves to itself those matters as set forth in sub-sections 3, 4, and 5 of NRS 288.150.

TRUCKEE-CARSON IRRIGATION DISTRICT
EMPLOYEES ASSOCIATION AGREEMENT

Article 7

EMPLOYEE RIGHTS

A. General Provisions

Any employee in the bargaining unit recognized under this Agreement has the right to the full benefits and protections of this Agreement.

B. Association Membership

Employees have the right to join or not join the Association without fear of intimidation, coercion or reprisal by any party.

C. Employee Files

1. The District shall keep a central personnel file for each employee. In addition to the central file, there is a file kept for the Dept. of Transportation CDL random drug testing and the District's random drug testing program.
2. Upon request, an employee, or his/her designee upon written authorization from the employee, may inspect their personnel file or random drug testing file by making an appointment to be set at a reasonable time during regular business hours of the District.
3. Upon written request, the employee may obtain a copy of materials in the central file or drug testing file within 5 days of the request. If management is unable to accommodate the request within the time line, the employee may make the requested copies themselves at no cost. Personnel files and their contents are the confidential property of the District and as such shall not be removed from the office area.
4. Employees shall be notified when any document pertaining to job performance or discipline of any type is placed in their files and shall be provided a copy of same.
5. The employee may write a rebuttal to any information in their personnel file up to 10 days of being notified and copied with the document.

Article 8

DISCHARGE AND DISCIPLINE

The District shall not suspend without pay, demote discipline or discharge an employee without just cause.

The District and the Association agree that the principles of progressive corrective action are a constructive and advantageous method of dealing with minor or non-serious problems involving employee performance or conduct. It is constructive in that it assists the District and the employee in rectifying the performance or conduct of an employee by providing warnings and guidance as to the manner in which the performance or conduct can and must be corrected.

The Board of Directors wants to foster a safe, pleasant and cooperative work environment and to minimize ill-feelings amongst the District's employees. Harmonious relationships are not entirely a matter of rules but are the outgrowth of daily decisions, cooperation, friendliness, and team spirit.

In this regard, the Board is asking all employees to refrain from the use of abusive or foul language, criticism and open complaining remarks toward others in their job performance or their personal characteristics or personality. To achieve mutual respect in our working relationships we need to respect the rights and feelings of other employees and to treat everyone in a fair, honest, considerate and respectful manner.

In addition, the Board would ask everyone to refrain from making comments or remarks that could be interpreted or taken as being disparaging of any gender, religion, or ethnic class of people.

Serious infractions or problems involving employee misconduct may lead to corrective action up to and including termination. Some examples of serious misconduct include, but are not limited to, the following: Falsification of employment records, employment information or other District records; Recording the work time of another employee or allowing any other employee to record your work time, or allowing falsification of any time card either your own or of another employee; Theft; Deliberate or careless damage or destruction of any District property or the property of any employee or customer; Removing or borrowing District property without prior authorization; Unauthorized use of District equipment, time, materials or facilities; Provoking a fight or fighting during working hours; Workplace violence; Engaging in criminal conduct whether or not related to job performance; Insubordination, including but not limited to failure or refusal to obey the orders or inappropriate language toward a supervisor or member of management; Failure to notify a supervisor when unable to report to work; Failure to obtain permission to leave work for any reason during normal working hours; Harassment and, Sexual harassment.

Other than serious infractions, the District will use the principles of progressive corrective action with respect to most disciplinary concerns. The steps of progressive corrective action are as follows: For the first offense an oral warning; for the second incident

TRUCKEE-CARSON IRRIGATION DISTRICT
EMPLOYEES ASSOCIATION AGREEMENT

involving the same or similar offense, a written warning, reference Attachment 2; and, for the third incident, suspension without pay, or termination, whichever is appropriate.

Three write ups for any offense in a 12 month period may result in discharge. The District will give copies of all formal written disciplinary actions to the employee.

Any objection to or allegations regarding such corrective action or documents by the affected employee may be pursued through the Grievance Procedure, Article 24.

To dismiss or terminate an employee after all disciplinary measures have been exhausted or a serious offence has been committed a recommendation is made to the Project Manager by their immediate supervisor. The Project Manager after careful consideration and review of the documentation that supports the supervisor's recommendation may terminate the employee. All permanent employees have a right to appeal the decision to the Board of Directors whose decision is final.

The employee has 5 calendar days to appeal, in writing, the decision of management to the Board of Directors. The employee must submit all documentation that they will use to support their case to the Board before the appeal meeting. The Board shall within 5 days of submittal of the employee's documentation review the facts of the dismissal and make a decision to accept or reject the employee's discharge. If the Board of Directors repeals management's decision to dismiss the employee, the employee will not be entitled to any back wages for lost time while he was dismissed to when he was reinstated. Written documentation will be included in the employee's file. (Reference Employee Warning Report, **Attachment 1**) The Board's decision will be final.

TRUCKEE-CARSON IRRIGATION DISTRICT
EMPLOYEES ASSOCIATION AGREEMENT

Infraction	1st Time	2nd Time	3rd Time	4th Time
Assault on a supervisor or employee. See Article 8 of EA Agreement	Discharge			
Falsifying company records to include time sheets and water records. See Article 8 of EA Agreement	Discharge			
Fighting on duty or on District property. See Article 8 of EA Agreement	Discharge			
Possession of weapons or firearms on duty.	Discharge			
Removal of District records or release of confidential information.	Discharge			
Theft of TCID property or the property of another employee. See Article 8 of EA Agreement	Discharge			
Use of alcoholic beverages or illegal drugs on duty. See Article 9 of EA Agreement	Discharge			
Reporting for work under the influence of alcohol or illegal drugs. See Article 9 of EA Agreement	Discharge/Enrollment in EAP			
Insubordination by refusing a supervisor's order. See Article 8 of EA Agreement	3 day Suspension	Discharge		
Intentionally misusing or damaging District property or the property of another employee. See Article 25 of EA Agreement	3 day Suspension	Discharge		
Gambling on duty.	1 day Suspension	3 day Suspension	Discharge	
Leaving assigned work area without authorization.	1 day Suspension	3 day Suspension	Discharge	
Disregard of safety rules. See Article 12 of EA Agreement	Written Warning	3 day Suspension	Discharge	
Sleeping while on duty.	Written Warning	3 day Suspension	Discharge	
Threatening or intimidating other employees or supervisors. See Article 8 of EA Agreement	Written Warning	3 day Suspension	Discharge	
Unauthorized absence. See Article 8 of EA Agreement	Written Warning	3 day Suspension	Discharge	
Distribution of printed matter on duty without permission.	Verbal Warning	Written Warning	3 day Suspension	Discharge
Failure to properly use safety equipment. See Article 12 of EA Agreement	Verbal Warning	Written Warning	3 day Suspension	Discharge
Failure to report injury or accident. See Article 12 of EA Agreement	Verbal Warning	Written Warning	3 day Suspension	Discharge
Inability or unwillingness to work cooperatively with other employees. See Article 8 of EA.	Verbal Warning	Written Warning	3 day Suspension	Discharge
Posting or removing notices without District approval.	Verbal Warning	Written Warning	3 day Suspension	Discharge
Smoking in unauthorized area.	Verbal Warning	Written Warning	3 day Suspension	Discharge
Unauthorized soliciting of contributions on duty.	Verbal Warning	Written Warning	3 day Suspension	Discharge
Failure to follow specified job instructions.	Written Warning	3 day Suspension	10 day Suspension	Discharge
Failure to obey State, Local and District traffic rules. See Article 12 of EA Agreement	Written Warning	3 day Suspension	10 day Suspension	Discharge
Creating scrap or poor quality work due to carelessness.	Written Warning	1 day Suspension	7 day Suspension	Discharge

TRUCKEE-CARSON IRRIGATION DISTRICT
EMPLOYEES ASSOCIATION AGREEMENT

Infraction	1st Time	2nd Time	3rd Time	4th Time
Stopping work before end of shift. See Article 8 of EA Agreement	Written Warning	3 day Suspension	7 day Suspension	Discharge
Use of District or other employee's tools without permission. See Article 8 of EA Agreement	Written Warning	1 day Suspension	3 day Suspension	10 day Suspension
Creating or contributing to unsanitary conditions by poor housekeeping.	Verbal Warning	Written Warning	3 day Suspension	10 day Suspension
Stretching breaks or otherwise wasting time.	Verbal Warning	Written Warning	3 day Suspension	10 day Suspension
Tardiness without authorization. See Article 8 of EA Agreement	Verbal Warning	Written Warning	3 day Suspension	10 day Suspension

Three or more write ups for any combination of offenses in a 12 month period may result in discharge.

This is intended as a guide, disciplinary action may be different from what is depicted depending on the severity of the offense and the discretion of management.

TRUCKEE-CARSON IRRIGATION DISTRICT
EMPLOYEES ASSOCIATION AGREEMENT

Attachment 1

EMPLOYEE WARNING REPORT

Employee's Name _____ Date of Warning _____ Dept. _____ Shift _____
Clock or Payroll No. _____

Type
Of
Violation

☐ Attendance
☐ Safety
☐ Other

☐ Carelessness
☐ Tardiness

☐ Disobedience
☐ Work Quality

W
A
R
N
I
N
G

Violation: Date _____

Violation: Time _____ a.m.
p.m.

Place Violation Occurred _____

Company Statement

Employee Statement

Check Proper Box

- ☐ I concur with the Company's statement.
☐ I disagree with the Company's statement for the following reasons:

I have entered my statement of the above matter.

Employee's Signature _____

Date _____

Warning Decision

Approved By _____
Name Title Date

List All Previous Warnings Below
When Warned And By Whom

I have read this "warning decision" and understand it.

Previous Warning: 1st Warning
Date: _____
Verbal: _____
Written: _____

Employee's Signature _____ Date _____

Signature of person who prepared warning Title Date

Previous Warning: 2nd Warning
Date: _____
Verbal: _____
Written: _____

Supervisor's Signature _____ Date _____

Previous Warning: 3rd Warning
Date: _____
Verbal: _____
Written: _____

Copy Distribution

☐ Employee ☐ Supervisor ☐ Foreman
☐ Personnel Dept. ☐ Union Rep.

Attachment 1

TRUCKEE-CARSON IRRIGATION DISTRICT
EMPLOYEES ASSOCIATION AGREEMENT

Article 9

SENIORITY

This article applies to all employees of Truckee Carson Irrigation District regardless of bargaining unit membership, permanent, seasonal, temporary, or part-time.

The District defines seniority as time in service based upon the employees hire date as a permanent full time employee. Seniority preference is only given in equally qualified employees applying for the same job.

If an employee leaves the Districts employ and returns within 6 months their seniority will continue from the time they left adjusted for time not employed by the District. If the employee returns after a six month break in service their seniority would not carry over, they would have to start over.

Article 10

GENERAL PROVISIONS

A. Pay Periods

The work week starts on Sunday and runs through the following Saturday at midnight. Pay checks are available every other Wednesday and cover a two week period.

B. Rest Periods

To provide employees with an opportunity to take time away from their daily work routines for refreshment and relaxation purposes, each employee will have two (2) paid rest periods of not more than fifteen (15) minutes each day - one during the first half and another during the second half of each regular workday. Such period is generally scheduled so far, as is possible in the middle of each employee's work period.

C. Lunch Periods

The Lunch period is an opportunity to eat and nourish the body. It is a period of one-half hour for all employees. For those who are assigned job sites away from the office, you must bring your lunch with you as there is not enough time to go to the shop or office to eat your lunch, nor is there time to go to town and purchase lunch. The employee shall be free to leave the worksite during this period since the lunch period is not paid time, however your lunch period begins at the time you leave the job site and you are required to be back at the job site at the end of your lunch period. Travel time is not an addition to your lunch period. Duties will not be assigned during the lunch period. If duties must be assigned, the employee will be compensated with overtime or compensatory time if other arrangements are not made for the employee to have a lunch break.

D. Travel

1. Per Diem Allowance

Each employee scheduled to work out of town will be allowed a per diem based on the following conditions, which may be paid in advance upon request of the employee:

- a) The District will make reservations for lodging unless otherwise approved by the Project manager.
- b) A total of \$35 per day per person for meals will be allowed - \$7.00 for breakfast, \$9.00 for lunch, and \$19.00 for dinner. If the employee is away for less than a full day, then reimbursement would be based on the meals that the employee needed while away.

E. Vehicle Mileage Allowance

When an employee uses his/her own personal vehicle on TCID business, TCID will reimburse that employee based upon the current rate allowed by the IRS. An employee may only be reimbursed for using a personal vehicle as allowed by the employee's supervisor when the shop foreman does not have a company vehicle to use.

TRUCKEE-CARSON IRRIGATION DISTRICT
EMPLOYEES ASSOCIATION AGREEMENT

F. Mailing Lists

TCID agrees to put the Association President on all appropriate mailing lists of personnel policies and procedures and TCID Board meeting notifications.

G. Other Duties

Other duties may be assigned for a short term. Short term is defined as any continuous period lasting no more than 9 months. At any time during the temporary assignment the employee may request to his or her supervisor and the Project Manager to evaluate the temporary assignment regarding a change in pay rate or grade and step. A temporary assignment will not result in a reduction of rate of pay or grade and step.

H. Ditchriders

In order to provide 24 hour service during the water season in the most efficient and economical way, the Ditchriders will be required to work a 28 day schedule. Each day will consist of a 12 hour work period plus a half-hour unpaid lunch period.

Any employee working overtime will have the opportunity to apply for Comp Time. (reference Article 22)

Due to the regular time off for each Ditchrider during their schedule, Ditchriders are expected to schedule appointments and time off without using any Vacation, Sick leave, or Comp time. Management will not approve Vacation time during the Irrigation season. Therefore, any Ditchrider that accrues over the maximum vacation days during the water season is not subject to the "use it or lose it" policy. The Ditchrider will have the option of taking the excess vacation days during the "off" season or getting paid for the excess days.

Article 11

REDUCTION IN FORCE

The provisions of this Article will apply to all Reduction-in-Force ("RIF") actions affecting bargaining unit employees only.

A. Notice

1. Employee Notification. Employees to be separated from employment will be given a minimum of 15 working days notice prior to the commencement of the RIF action. The notice shall contain the following:
 1. The reason for the reduction in force;
 2. The approximate number of positions that will be affected initially;
 3. The job areas that will be involved in a reduction in force; and
 4. The effective date that the RIF will take effect.
2. Employee Association Notification. At the same time that employees are notified of a RIF action, the Employee Association shall be notified.

B. Employee Association Contact

The Employee Association will appoint a contact person for the purpose of reviewing the implementation of the RIF. The District will provide the following to the contact person:

1. Any vacancy announcements for any and all District jobs;
2. A copy of the RIF notice;
3. Seniority list of all affected employees;
4. Tentative positions to be abolished.

C. Implementation

The District will carry out the following actions to provide effective placement of personnel in the RIF and ensure re-promotion and re-employment rights:

1. Review all of the following for the purpose of minimizing downgrades and separations:
 - a) The retirement or resignation of any employee in the designated area;
 - b) The declination of job offers by employees in the designated area;
 - c) And, any other event which creates a vacant position at or below the current job of a RIFed employee for which he/she may qualify.
2. An employee that has been RIF'd may bump another employee with lesser seniority provided they meet the job qualifications of the position they are bumping.
3. Where it can be determined that an employee being separated fails to fully qualify for a vacant position but has demonstrated the specialty skills and abilities to perform the duties of that position in a satisfactory manner, consideration must be given to placing the employee in that position subject to a probationary period.

TRUCKEE-CARSON IRRIGATION DISTRICT
EMPLOYEES ASSOCIATION AGREEMENT

4. The District will consider the following to the extent possible:
- a) Freezing all vacancies;
 - b) Approving alternate work schedules for affected employees which meet their needs consistent with the District's mission during the RIF process;
 - c) The District will consider, to the extent possible, restructuring unfilled trainee positions to provide positions for journeymen employees who may be adversely affected.
 - d) Employees who have been downgraded in their job because of the RIF process will be considered for re-promotion.

D. Re-employment Procedures

Priority Lists. To be eligible for re-employment, the employee must have been separated through reduction-in-force (RIF) procedures.

Employees who have been separated from work through the RIF procedure will be returned to work when positions for which they are qualified become open. The eligible employees will be offered the work, if qualified, in seniority order, and will be given the option of first refusal when such work for which they are qualified is made available. Employees possessing skills in more than one area may request consideration for vacancies in more than one area.

RIF'd employees may have to apply and interview in the event that there are two or more RIF'd employees that are qualified for the vacancy. Seniority will only be used in the event of a tie of the interview scores.

The RIF'd employee will lose Priority List status after one year from the date of dismissal or they do not apply for open positions that they are qualified for or they turn down a job offer for which they are qualified.

Article 12

SAFETY POLICY

It is the policy of Truckee-Carson Irrigation District that the first consideration in the performance of work shall be the safety of employees. All reasonable methods, procedures, and equipment necessary to achieve this will be used. There will be no compromise with safety. Any of the following could result in an employee's immediate termination: 1) willfully endangering him/herself or another employee; 2) tampering with safety equipment and safety devices; or 3) receiving three written safety violations within one year.

A. Safety Awareness

1. The District shall provide a safe working environment for its employees and will comply with applicable statutes, such as the Nevada Occupational Safety and Health Act (Nev.OSHA), and other appropriate laws and regulations. The District recognizes the need for training and orientation regarding occupational health and safety.
2. The District will provide training on safety and health issues and employees will be required to attend while on work time. A Safety Officer appointed by the District's manager will be responsible for reporting on the effectiveness of such training and safety policies.
3. Each employee will be provided appropriate protective headgear for working in areas where there is a potential for injury to the head. The employee and the employee's supervisor shall ensure that this requirement is enforced.
4. Employees will inform supervisory personnel when an unsafe or unhealthy working condition is detected. The employee may submit an oral and/or written summary of the problem to the employee's supervisor directly or via the Safety Committee or Safety Officer. TCID will eliminate identified safety and health hazards as soon as possible. Arrangements shall include notifications, warnings, and relocation of employees (if needed), providing information to employees exposed to hazardous conditions and take other steps as necessary under the circumstances. When an employee is exposed to a work environment in which the employee(s) reasonably believes that to perform the duties of the job would be detrimental to the employees health and safety or present an imminent risk of death or serious bodily harm, the employee(s) may temporarily avoid the hazard and promptly notify their supervisor. The supervisor shall inspect the work area or substance in question and analyze the situation to ensure that it is safe (or may be safely handled) before requiring the employee to carry out the work assignment. If there is doubt regarding the safety of the existing condition by the supervisor, an appraisal shall be obtained from the District's Safety Officer before proceeding. If an employee or group of employees disagree(s) with the assessment by the Safety Officer, the employee will be permitted to take leave, paid or unpaid, and shall retain the right to file a grievance over the matter. However, if the belief by the employee(s) is found to be without merit, and the employee leaves the job without permission from the employee's

TRUCKEE-CARSON IRRIGATION DISTRICT
EMPLOYEES ASSOCIATION AGREEMENT

supervisor, the employee shall be subject to disciplinary action, up to and including dismissal.

B. Violence in the Workplace

The employee shall report all cases of physical threat or violence to the employee's supervisor immediately. If, in the judgment of the employee and/or supervisor, the assault and/or threat is sufficiently severe, the proper law enforcement officials shall be notified. TCID will take the circumstances into consideration and determine whether further assistance is necessary.

C. Safety Responsibilities of the Employee

1. Report prior injuries or physical limitations to ensure that assigned work can be performed safely.
2. Report prior injuries or physical limitations to ensure that assigned work can be performed safely.
3. Comply with prescribed job procedures and instruction of supervisors.
4. Report ALL accidents and injuries immediately to a supervisor, even if they appear to be minor.
5. Utilize the proper personal protective equipment. (hard hats, safety glasses, proper shoes, and appropriate clothing, etc.). There will be no exceptions to this requirement, and failure to comply will result in disciplinary action.
6. Hazardous conditions and other safety concerns must be reported immediately to a supervisor or the Safety Officer.
7. Know what to do in case of an emergency.
8. Attend all safety and health training sessions provided by TCID.
9. Consult the MSDS binder at the employee's work location before using any hazardous material to ascertain proper use and physical or health hazards that are associated with specific materials.
10. Contact a supervisor or the Safety Officer when directly or indirectly exposed to a hazardous material.

D. Head Protection

Each employee shall wear protective helmets when working in areas where there is a potential for injury to the head from falling objects. The employee's supervisor shall ensure that this requirement is enforced.

E. Seat Belts

All District employees driving District vehicles are required to wear seat belts if seat belts are installed in the vehicle, per Nevada Revised Statutes §484.641.

TRUCKEE-CARSON IRRIGATION DISTRICT
EMPLOYEES ASSOCIATION AGREEMENT

Article 13

WAGE SCALE

The District employs two (2) Grade and Step Wage Scales for Employees in all Job Descriptions. One scale is for employees that are Employee/Employer paid in the PERS system and the other scale is for employees that are Employer paid.

Merit awards can be a step increase, bonus, or comp time. However, it will be given at management's discretion and Board approval and at any time during the year.

Wage increases have been agreed to as follows.

Effective July 1, 2010 employees will receive a 1% COL increase.

Effective July 1, 2010 employees will receive an automatic step in grade if eligible.

Reference the Wage Scale for Employee/Employer Paid and Employer Paid in Appendix A.

A. Pay Advance

Employees may request an advance on their pay a maximum of 6 times per year. The pay advance must be repaid from the next pay period check. An advance will be limited by the amount of pay earned at the time of the request. See **Attachment 2** for Payroll Advance form.

TRUCKEE-CARSON IRRIGATION DISTRICT
EMPLOYEES ASSOCIATION AGREEMENT
Attachment 2

EMPLOYEE ADVANCE REQUEST

I _____ am requesting a payroll advance in the amount of
\$ _____. I understand that the full amount of the requested payroll advance will be
deducted from my next payroll check unless other arrangements have been made and approved by Truckee
Carson Irrigation District. I understand that before a payroll advance can be issued it must be approved by
management of Truckee Carson Irrigation District and the hours verified by the Accounting Department.

EMPLOYEE SIGNATURE

DATE

The accounting Department will make every effort to have a check available by the end of the day if request
is submitted by noon.

APPROVED BY

AUTHORIZED SIGNATURE

DATE

ACCOUNTING SUPERVISOR

DATE

Accounting Office to complete:	
Hours Verified <input type="checkbox"/> Yes <input type="checkbox"/> No	
Check Number: _____	Payroll Check Number: _____
Check Amount: _____	Payroll Check Date: _____
Check Date: _____	
Initials: _____	Initials: _____

Attachment 2

Article 14

NEW EMPLOYEES

A. Probation

1. Probation Status

All employees (not temporary or part-time employees who are not covered by this agreement) shall serve a probation period of six (6) complete months from actual date of hire, during which time they may be released without notice, reason or right of appeal. The District's general manager may extend the probation period for up to an additional six (6) months.

2. Review During Probation Period

An employee's performance shall be reviewed with the employee as often as determined necessary by the supervisor. Prior to the end of the probation period, the employee's supervisor shall make a written recommendation for retention of the employee beyond the probation period. If no such recommendation is received by the District's general manager at the end of the employee's probation period, the Supervisor will be given two (2) weeks to complete an evaluation and the employee's probationary status will be extended until the recommendation is completed.

3. Probation Period Upon Promotion or Transfer

All employees promoted to a position of higher responsibility or transferred to another position, shall serve a probation period of six (6) months in the new position. Employees who have transferred or who have been promoted to another TCID position who fail to successfully complete their probationary period, will be returned to their previous position if available. If no position is available the employee will be placed on the layoff status and will be eligible for later re-hire.

B. Orientation of New Employees

The District agrees to notify the President of the Employees Association of the hiring of a new bargaining unit employee and will also distribute a copy of this Contract to the new employee.

TRUCKEE-CARSON IRRIGATION DISTRICT
EMPLOYEES ASSOCIATION AGREEMENT

Article 15

PROCEDURES FOR FILLING VACANCIES

When TCID determines a vacant position will be filled, a vacancy announcement shall be posted at TCID five (5) working days prior to advertising such job opening to the public. TCID will provide the Employee Association with a copy of the job vacancy announcement at the same time. The announcement shall list the duties, salary range and qualifications for the vacant position.

TCID employees interested in being considered for the position must submit a written application to the department head responsible for filling the vacancy. TCID may request all necessary and relevant information about the applicant which will show the applicant's qualifications and fitness for the vacant position.

Defective applications may be returned to the applicant to amend the same and the application may be amended and re-filed providing the time limit for receiving applications has not expired.

Excluding seasonal, part-time and temporary employees, permanent employees of the District at the time a notice of a vacant position is posted who apply for the vacant position will be considered for the vacant position first.

If a TCID employee is selected to fill a vacant or newly authorized or created position that is a higher classification than the employee's current rate, the employee will be placed on the wage schedule of the higher position at the rate that is nearest the employee's current hourly rate, but not below. If an employee is selected to fill a vacant or newly authorized or created position that is a lower classification than the employee's current rate, the employee will be placed on the salary schedule of the lower position at the appropriate rate. The filling of the position will not affect the leave or seniority of the employee. However, the employee will be subject to the probationary period for the new position.

Article 16

SICK LEAVE

Full time permanent employees are eligible to receive sick leave with pay. An absence will qualify if it is a result of that employee's personal or immediate family illness or injury. Compensation is based upon that employee's current pay rate. Seasonal, part time or temporary employees are not eligible.

The District provides twelve- (12) day's sick leave annually, accrued at the rate of one day per calendar month, for full time permanent employees. Permanent employees working less than 40 hours per week will earn sick leave on a proportionate basis, e.g. 20 hours per week would receive sick leave on a basis of $20/40 \times 12$.

Sick leave days accumulated in excess of sixty (60) days shall be paid at the current rate of pay on the payroll next following the employee's anniversary date of employment. An employee with over five year's service will be paid all accumulated sick leave upon termination of employment.

Holiday within sick leave period: In the event a holiday observed by the District falls within a sick leave period, the additional day of sick leave created by the holiday will remain available for use at another time.

A. Notification of Sick Leave

It is the employee's responsibility to notify his/her supervisor but no later than the scheduled start time, that he or she will be unable to report to work. When the employee is able to return to work, the employee should notify his/her supervisor in advance. Lack of notification will result in denial of sick pay benefits. Once the employee returns to work, he/she shall formally report the sick leave on a form supplied by the supervisor.

It is the supervisor's responsibility, so far as he/she is reasonably able to do so, to determine the employee's eligibility for sick leave; the District may require satisfactory evidence of such eligibility. If an employee is sick for five (5) consecutive days they will be required to produce a doctor's release to return to work. If it is found that an employee is abusing sick leave privileges, said employee shall not be paid for the days taken and abused as sick leave and may be subject to disciplinary actions up to and including dismissal.

B. Transfer of Sick Leave

In the event an employee exhausts their accumulated sick leave and is not able to resume his normal duties, he or she may become the beneficiary of sick leave voluntarily offered by another employee in their behalf. The donor must submit their offer to transfer a specific amount of sick leave in writing, signed and dated, for District approval. If approved, the sick leave will be transferred on an hour for hour basis with the donor's sick leave account reduced accordingly. The beneficiary's sick leave account will be increased on an hour for hour basis. All such leave so transferred will be taken under the same conditions as any other sick leave.

Article 17

INJURY ON DUTY

All accidents on the job will be reported immediately to the employee's supervisor. TCID management will be responsible for securing medical treatment for the employee and transporting the employee to and from a treatment facility, if necessary. Employees injured or taken ill while on duty shall be furnished counseling (at their option) concerning their rights with regard to workers compensation. Time spent in obtaining medical attention by employees taken sick or injured while performing their duties during working hours will be administered according to this Article.

Any employee who suffers an injury while working during the course of employment may be allowed to return to work on light duty, if so directed by their attending physician and provided that the District determines that it has such work available. Work during this time period shall be at the employee's regular rate of pay.

A. Coordination of Benefits

The intent of this Article is to assure that the employee will continue to receive full salary payment so long as disabled and receiving workers compensation benefits and until sick leave and vacation hours are exhausted. It is understood that the term "full salary" shall only include an employee's base salary.

1. Sick leave, or annual leave if no sick leave is available, will be used for the first forty (40) working hours following an on-the-job injury.
2. After the initial forty (40) working hour period, if the employee is still unable to work, the accumulated sick leave may be used at the rate of one-third (1/3) the amount charged per shift or day, during which period the employee shall retain the workers compensation benefit payment.
3. When accrued sick leave has expired, if the employee is still unable to work, the employee may utilize accumulated annual leave pay at the rate of one-third (1/3) the amount charged per shift or day, during which period the employee shall retain the workers compensation benefit payment.

Article 18

OTHER LEAVE

A. Military Leave for Employees

1. Temporary Military Duty: An employee who is an active member of the Nevada National Guard (the "Guard") or any reserve component of the United States Armed Forces (the "Reserve"), shall be temporarily relieved from TCID duty with pay in such an amount as will in conjunction with his/her reserve pay constitute his/her regular compensation for a period not to exceed fifteen (15) working days in any calendar year, upon request to serve under orders on training duty. Any such absence shall not be deducted from the employee's accrued vacation.
2. USERRA: The District will comply with the provisions of the UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (38 USC §4301)
3. Seniority Benefit: While on Guard or Reserve duty, the employee shall receive seniority and anniversary date benefits in compliance with federal law and court cases pertaining to military service due to members of the Guard or Reserve.
4. Promotion: Except as otherwise provided in this Article, an employee shall not be denied promotion or be adversely affected in job position due to serving in the Guard or Reserve.

B. Leave of Absence Without Pay

An employee, upon written application (Reference Attachment 3), may be granted a leave of absence without pay, subject to approval and authorization by the department head and the Project Manager. The amount of leave granted will be determined on a case by case basis, but in no circumstances will it exceed six (6) months.

A leave of absence may be granted to maintain continuity of service in instances where unusual or unavoidable circumstances require an employee's absence. Leave requests are granted on the assumption that the employee will be available to return to regular employment when the conditions *necessitating* the leave are resolved.

A leave of absence is considered a privilege and is not granted automatically. If a leave of absence without pay is granted to full time employees, arrangements must be made to take care of the employee's duties without undue interference with the normal work routine. The following conditions will apply:

1. The purpose for which the leave is granted will not lead to the employee's resignation.
2. The employee shall be reinstated to his or her former classification or equivalent upon returning from an authorized leave of absence.

TRUCKEE-CARSON IRRIGATION DISTRICT
EMPLOYEES ASSOCIATION AGREEMENT

3. Except as provided by law, no employee's benefits shall accrue or accumulate while he or she is on leave without pay. Medical benefits will be discontinued at the end of the month the authorized leave began.

If an employee fails to return immediately on the expiration of the leave of absence or if he/she accepts other employment while on leave, the employee shall thereby forfeit the leave of absence and the District will terminate employment as of the date the leave began.

C. Bereavement Leave

An employee is entitled to up to three (3) days of paid bereavement leave for the death of an immediate family member. Immediate family members include spouse, child, parent, grandparent, grandchild, brother, sister, mother-in-law and father-in-law. An employee will be allowed one day of paid bereavement leave for the death of a brother-in-law, sister-in-law, an aunt, uncle, niece or nephew.

TRUCKEE-CARSON IRRIGATION DISTRICT
EMPLOYEES ASSOCIATION AGREEMENT

Attachment 3

LEAVE OF ABSENCE AUTHORIZATION FORM

An employee, upon written application, may be granted a leave of absence without pay, subject to approval and authorization by the department head and the Project Manager. The amount of leave granted will be determined on a case by case basis, but in no circumstances will it exceed six (6) months.

A leave of absence is granted on the assumption the employee will be available to return to regular employment when the conditions *necessitating* the leave are resolved.

A leave of absence is considered a privilege and is not granted automatically, if a leave of absence without pay is granted to full time employees, arrangements must be made to take care of the employee's duties without undue interference with the normal work routine. The following conditions will apply:

1. The purpose for which the leave is granted will not lead to the employee's resignation.
2. The employee shall be reinstated to his or her former classification or equivalent upon returning from an authorized leave of absence.
3. Except as provided by law, no employee's benefits shall accrue or accumulate while he or she is on leave without pay when such leave is for longer than 30 cumulative days. Medical Benefits for the employee will end at the end of month that the authorized leave begins.

Name: _____ Date: _____

Reason for Leave Request: (Please be specific) _____

Start Date of Leave: _____ End Date of Leave: _____

Total Number of Days Requested: _____

I understand that if I fail to return immediately on the expiration of the leave of absence or if I accept other employment while on leave, I will forfeit the leave of absence and the District will terminate my employment as of the date the leave began.

I understand and agree to the terms of this Leave of Absence:

Signature of Employee: _____ Date: _____

I have reviewed and approved this Leave of Absence:

Signature of Supervisor: _____ Date: _____

Signature of Project Manager: _____ Date: _____

Attachment 3

TRUCKEE-CARSON IRRIGATION DISTRICT
EMPLOYEES ASSOCIATION AGREEMENT

Article 19

HOLIDAYS

Full-time permanent employees administratively scheduled to work on the observed holiday shall receive their regular rate of pay for hours worked plus holiday pay. Holiday pay is defined as eight (8) hours pay at the regular rate or the number of hours administratively scheduled to work at the regular rate of pay for the following observed holidays:

- New Year's Day (January 1)
- Martin Luther King's Birthday (third Monday in January)
- President's Day (third Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Nevada Day (last Friday in October)
- Veteran's Day (November 11)
- Thanksgiving Day (fourth Thursday in November)
- Day after Thanksgiving (fourth Friday in November)
- Christmas Day (December 25)
- Any other day declared a holiday, day of Thanksgiving or a day of mourning, by the Mayor, Governor or the President, when TCID offices are closed.

For employees regularly scheduled for a Monday-Friday workweek or 24 hour work schedule, whenever a declared holiday falls on a Saturday, the preceding Friday will be observed as the holiday, and if the holiday falls on a Sunday, the following Monday will be observed as the holiday.

Holidays occurring during an employee's vacation period shall not be counted as vacation.

Article 20

OVERTIME PAY

The District may state prior to any overtime being authorized that overtime will be paid by providing compensatory time off. The employee would be given the option of working the overtime as requested for compensatory time at a rate of one and one-half (1 ½) hours of compensatory time off for each hour of overtime worked. If the District otherwise authorizes the employee to work overtime, the employee will have the choice of receiving either payment or compensatory time off for overtime worked. Pay for overtime worked shall be at one and one-half (1 ½) times the normal hourly rate of the employee. Compensatory time off shall be at the rate of one and one-half (1 ½) hours off for each overtime hour worked. Hours paid beyond 40 hours in a work week or any time over regularly scheduled work hours in a day will be paid at a rate of one and one-half (1 ½) times the normal hourly rate of the employee.

A. Call Out

Employees who are called back to perform work during other than their regular working hours or without 24 hours notice shall be paid at the rate of one and one-half (1 ½) times the normal hourly rate of the employee unless the employee agrees to accept compensatory time at one and one-half (1 ½) times the hours worked. An employee who is called to work by the District outside of his regular schedule or without 24 hours notice will be paid a minimum of four (4) hours at one and one-half (1½) times his computed hourly rate.

B. Holiday Work

An employee called out for emergency work on an observed holiday shall receive a minimum of four (4) hours pay, or actual hours, at one and one-half (1½) times the normal hourly rate of the employee, whichever is greater, in addition to the straight time of pay the employee would have received if not working. An employee will receive holiday pay for observed holidays only (Refer to Article 21).

C. Hazard Pay

Those employees required to work in the tower and penstock at Lahontan Dam and also employees operating any crane will be paid one and one-half (1½) times their computed hourly rate for all such hours worked regardless of whether it is overtime.

D. Compensatory Time Off

1. The granting of compensatory time shall be subject to the following:
 - a) A written request from the employee, on a form provided by the employee's supervisor, for comp time off in-lieu of overtime pay.
 - b) The period of earned time was approved by the department head.

2. Accumulation and use of Compensatory Time

TRUCKEE-CARSON IRRIGATION DISTRICT
EMPLOYEES ASSOCIATION AGREEMENT

- a) Comp time must be taken before vacation leave is used and should be taken during the calendar year earned, subject to the approval of the department head and the Project Manager.
- b) Accumulated comp time should not exceed two-hundred forty (240) hours, provided that an employee, with the approval of the department head and the Project Manager, may in unusual circumstances accumulate comp time to a maximum higher than two-hundred forty (240) hours as specifically set forth in the approval.

3. Unused Compensatory Time

Payment for compensatory time that an employee is unable to use due to management directive shall be paid to the employee at the end of the calendar year earned. Payment shall also be made for unused compensatory time at termination, retirement or death. Payment shall be at the employee's current rate of pay.

F. Control and Documentation of Overtime and Compensatory Time

It is the duty of the employee and the employee's supervisor to ensure that work time is correctly shown on the employee's time record each pay period.

TRUCKEE-CARSON IRRIGATION DISTRICT
EMPLOYEES ASSOCIATION AGREEMENT

Article 21
COURT DUTY

An employee summoned to appear as a juror; or as a party to an action arising out of TCID employment; or as a witness for the purpose of giving testimony as to facts relating to an action arising out of TCID employment, shall receive full compensation. The employee must present the summons to the employee's supervisor as soon as it is received so the time off can be scheduled.

The employee shall claim any jury, witness or other fee entitlement by reason of such appearance and forthwith pay the same over to TCID to be deposited in the General Fund of TCID. In all cases, however, the employee shall retain mileage allowances as long as the employee uses his/her own vehicle and not a District vehicle.

All time records will identify the hours spent on court duty.

This Article does not apply to a lawsuit brought by the employee against the District, or any other entity or person.

Article 22

GRIEVANCE PROCEDURES

The following procedures are to be followed in the event of a grievance:

A. Supervised Employee

If the grievance originates with an employee below the supervisory level:

1. The employee shall take his grievance to his supervisor.
2. If no settlement is reached:
 - a) The employee shall set forth in writing the nature of the grievance in detail;
 - b) His immediate supervisor shall set forth his position in the matter, the reasons therefore, his recommendations, and/or any action taken by him;
 - c) The supervisor and the employee shall then jointly proceed with the grievance to the next level of management.
 - d) This procedure shall be followed until the grievance has been brought to the attention of the Project Manager.
 - e) If no resolution to the problem is attained after having discussed it with the Project Manager, each of the parties involved upon the request of either party shall present the grievance to the Board of Directors for resolution, such resolution becoming a matter of record in the minutes of that meeting.
 - f) Any non-supervisory employee may bring an Employees' Association representative with him to discuss a grievance with the supervisor(s) involved or the Board of Directors.

B. Supervisor

If the grievance originates with a supervisory employee:

1. The grievance will be brought first to the Project Manager.
2. If the grievance cannot be resolved:
 - A. The supervisor involved shall describe in detail in writing the grievance;
 - B. The Project Manager shall set forth his position in writing, the reasons therefore, his recommendations and/or any action.
 - C. Then the parties shall present the grievance to the Board of Directors for resolution, such resolution becoming a matter of record in the minutes of that meeting.

C. Definitions

Grievance: A grievance is a claimed violation, or disciplinary action, misapplication or a misinterpretation of a specific provision of this Agreement, which adversely affects the grievant(s).

Grievant: A grievant is anyone covered by this agreement, an employee or a group of employees, who is filing a grievance as defined above. Alleged violations,

TRUCKEE-CARSON IRRIGATION DISTRICT
EMPLOYEES ASSOCIATION AGREEMENT

misapplications or misinterpretations which affect more than one (1) employee in a substantially similar manner may be consolidated with the agreement of all parties involved and shall thereafter be represented by a single grievant.

Day: Day shall mean a working day.

D. Informal Resolution

Within ten (10) days from the event(s) giving rise to the problem(s), the employee will give written notice to his supervisor or other appropriate level of management of the intent to solve the problem through the informal resolution process. Both parties will sign and date the form at that time and a copy provided to Personnel. At that time, or within ten (10) days of the notification, the employee and supervisor or other appropriate level of management will meet in an effort to resolve the problem. If the employee desires representation, he or she may request assistance from a union representative. The employee, management representative and union representative, if present, will complete a report of the meeting with a copy provided to Personnel.

Failure by the employee to bring the matter forward within ten (10) days from the event(s) giving rise to the problem(s), or from the date the employee could reasonably have been expected to have had knowledge of such event terminates with prejudice the right to proceed with a grievance.

E. Formal Levels

1. Level 1: If a grievant is not satisfied with the resolution proposed at the informal level, the grievant may, within ten (10) days of receipt of such answer, file a formal, written grievance, on the appropriate grievance form, with the grievant's appropriate next level supervisor that contains a statement describing the grievance, the alleged violation and the remedy requested. The appropriate next level supervisor shall, within ten (10) days, have a meeting with the grievant and respond in writing to the grievant within the ten (10) days. If the appropriate next level supervisor is the Project Manager, Level 1 and Level 2 of this Article will be combined into one step.
2. Level 2: If the grievant is not satisfied with the written answer at Level 1, the grievant may, within ten (10) days from the receipt of such answer, file a written appeal to the Project Manager. Within ten (10) days of receipt of the written appeal, the Project Manager shall investigate the grievance, which may include a meeting with the concerned parties and provide a written answer to the grievant within the ten (10) days, which answer shall be final and binding, unless the Association notifies the Project Manager within ten (10) days of its intention to appeal the matter to the Board of Directors.
3. Level 3: If the Association has notified the Project Manager that the Association is not satisfied with the written answer from the Project Manager, the Association may, within ten (10) days from the receipt of such answer, file a written appeal to the Board of Directors. After receipt of the written appeal, the Employee Relations Committee may investigate the grievance which may include a meeting with the

TRUCKEE-CARSON IRRIGATION DISTRICT
EMPLOYEES ASSOCIATION AGREEMENT

concerned parties, and thereafter provide a recommendation to the Board of Directors. The decision of the Board of Directors will be final as to the resolution of the grievance.

F. General Provisions

1. Failure to Carry Forward: If a grievant fails to carry the grievance forward to the next level within the prescribed time period, the grievance shall be considered withdrawn with prejudice.
2. Failure to Respond: If a supervisor or manager fails to respond with an answer within the given time period, the grievant may appeal the grievance to the next higher level as if a negative response had been received on the final day allowed for a TCID response.
3. Representation: The grievant may be represented at any level of this procedure.
4. Waiver of Time Limits: Time limits and formal levels may be waived by mutual, written consent of the parties.
5. Service: Service shall be by certified mail or personal service.
6. Copy to Association: If the Association is not processing the grievance, a copy of the grievance shall be provided to the Association upon appeal to the Project Manager. Otherwise, a copy of the grievance will only be provided to the Association if the employee makes a request in writing to provide the Association with a copy.
7. Effect of Grievance: The making or filing of a grievance shall not prevent the District, a department head or supervisor, or other authorized person, from taking action deemed appropriate, nor shall it have the effect of suspending action previously taken, even though the action may involve or be a part of the subject matter of the grievance.

TRUCKEE-CARSON IRRIGATION DISTRICT
EMPLOYEES ASSOCIATION AGREEMENT

Attachment 4

GRIEVANCE FORM

GRIEVANT INFORMATION

NAME: _____

DATE: _____

Department: _____ Job Title _____ Supervisor _____

Work Phone# _____ Home Phone # _____ Hire Date _____

CONTRACT VIOLATION

Date of incident being grieved: _____ Article: _____ Section: _____

Explanation of grievance: _____

(Use reverse side if more space is needed)

Remedy Requested: _____

Grievant Signature _____

Received by Employer _____

_____ Date _____

_____ Date Response is due _____

DISPOSITION OF GRIEVANCE

Step 1 _____

Employer _____ Date _____

Grievant _____ Date _____

Step 2-Final disposition _____

District Manager _____ Date _____

Grievant _____ Date _____

Notice by Association of intention to appeal to Board of Director's: Date: _____

Step 3 of Final Disposition _____

Employee Relations Committee recommendation: _____ Date _____

Association _____ Date _____

Article 23

DISTRICT EQUIPMENT AND VEHICLES

The policy of the District provides for a pre- and post-inspection of assigned equipment and vehicles with a set of guidelines for the obligation of the District and the employee with regard to the use, maintenance or damage to the equipment or vehicle. Employees will acknowledge the working status and condition of any equipment assigned by documenting the information on forms provided by TCID.

A daily inspection will include and document overall vehicle condition, including but not limited to; body, undercarriage (including anything hanging down), fluid levels, tires, wheels, and attaching parts, engine compartment, interior, and excessive leaks, and engine noises. Any defects will be noted on the form, and reported by completing a shop work order listing all defects. The daily use of such equipment may require repair and routine maintenance. Employees will not be held responsible for the normal wear or failure of equipment that is used properly. Employees will be held responsible for excessive wear and abuse/misuse of equipment, arising from deliberate abuse, improper care or handling of equipment, and/or failure to check and maintain fluid levels. (Reference Article 8)

Employees will not be required to use equipment deemed to be unsafe by the operator of such equipment. If an employee and supervisor disagree about the status of any equipment to be utilized, the Safety procedure will be followed.

Employees will be responsible for keeping vehicles and equipment clean by removing trash, accumulated debris, and rinsing off outside as needed. Vehicles will be cleaned once a month during the Preventive Maintenance (PM) schedule at the shop.

Abuse/Misuse may be considered a serious infraction. (Reference Article 8)

Definitions:

Normal Wear & Tear – Normal Tire Wear, Brakes, Shocks, light body scratches, bulbs, spotlights, and any other standard maintenance / normal replacement items relating to normal driving habits.

Abuse/Misuse – Excessive Tire Wear, Body Damage (including bumpers), Undercarriage damage, engine and drive train damage (outside normal mileage failures), excessive / abusive driving, and operating habits.

TRUCKEE-CARSON IRRIGATION DISTRICT
EMPLOYEES ASSOCIATION AGREEMENT

Article 24

GROUP HEALTH INSURANCE AND RELATED BENEFITS

The District provides, at District expense, health coverage for eligible employees under a group benefit plan with Anthem, Blue Cross/Blue Shield of Nevada, which includes health, dental, vision, life insurance and accidental death & dismemberment. Employees and their dependents are eligible for coverage on the first day of the month following three months of full-time employment.

In current insurance year (March 2010 till February 2011) the District will pay the premiums for coverage on all plans for all employees and their dependents using the 2009 premiums as a base rate. Any increases in premiums for dependant coverage over the base rate will be split 50/50 between employees and the District. In all future years under this CBA the District will continue to pay all premiums for the employee only.

The District will reimburse the employee for the deductible whether incurred by the employee or the employee's dependents up to \$1000 per year beginning January 1st and ending December 31st. The medical deductible shall be applied for, no less than 30 days following the year service was rendered. After that point no more additional reimbursements will be paid for the previous year. As proof of payment of medical costs only the insurance Explanation of Benefits or a receipt for prescriptions purchased will be accepted for reimbursement. The reimbursements, as outlined above, to the employee are limited to a maximum of \$1,000 annually and will be paid in increments of \$200 or more as incurred.

Base Rates for Health Insurance:

	Employee	Employee Child	Employee Spouse	Family
Medical	\$417.76	\$751.97	\$919.07	\$1,295.05
Dental	\$31.62	\$61.67	\$61.67	\$91.68
Vision	\$4.91	\$7.86	\$7.86	\$12.77
Life/AD&D	\$1.50	\$1.50	\$1.50	\$1.50
Life	\$11.70	\$11.70	\$11.70	\$11.70
Total 2009 Premium Base Rate	\$467.49	\$834.70	\$1,001.80	\$1,412.70

It is each employee's responsibility to immediately report changes in dependent's coverage to the office.

Application for group health and related coverage is made through the District's office. Booklets describing the insurance coverage and identification cards are provided to the employee upon acceptance in the benefit plan by the Plan.

TRUCKEE-CARSON IRRIGATION DISTRICT
EMPLOYEES ASSOCIATION AGREEMENT

Article 25

PUBLIC EMPLOYEES' RETIREMENT

The District is considered to be a "Public Employer" as defined by Nevada Revised Statute 286.070. Therefore, all District employees, or the District on behalf of the employee with limited exceptions, must participate in the Public Employees Retirement System (PERS).

Employees have the option to choose between two plans. The District contributes to the Employer Pay Contribution Plan. The District and the employee jointly contribute to the Employee/Employer Contribution Plan the rate determined by PERS.

Membership in PERS is not canceled automatically upon termination of employment; it can only be canceled upon refund, retirement, or death of the employee through PERS.

Further information concerning the retirement system is available at the District's office or can be obtained by contacting the Public Employees Retirement System.

Article 26

VACATION LEAVE

Full Time permanent employees are eligible to receive vacations with pay. However, permanent employees who work less than 40 hours in a week will receive vacation leave on a proportionate basis, e.g. 20 hours worked will receive vacation leave by multiplying the appropriate rate by 20/40. Temporary, seasonal and part-time employees are not eligible.

<u>Length of Service</u>	<u>Rate per Month</u>	<u>Rate Per Year</u>
1-5 years	8 hours	96 hours(12 days)
Over 5 years	12 hours	144 hours(18 days)
Over 10 years	14 hours	168 hours(21 days)
Over 15 years	16 hours	192 hours(24 days)
Over 25 years	18 hours	216 hours(27 days)

Employees may accumulate a maximum of one and one-half (1 1/2) time their annual leave accrual or thirty days (240 hours), whichever is greater. Days accumulated in excess of their entitlement, shall be forfeited. If the employee has requested vacation leave sufficiently in advance of his anniversary date and their immediate supervisor/management has denied the leave, that amount of leave in excess of entitlement shall be paid at his current rate of pay on the payroll next following the employee's anniversary date of employment. . Employees that work as ditchriders during the water season are exempt from forfeiting vacation see Article 10.

A. Availability of vacation time

Vacation leave is accrued monthly on the basis of 1/12th of the annual accumulation rate. Leave accrued during the first year of employment is not available until completion of the first year of employment. Beginning with the second year leave is available as accrued.

B. Scheduling of vacation time

1. Vacation requests should be submitted two (2) weeks before the requested vacation. A later request for vacation leave may not be guaranteed and may not be allowed depending upon work requirements. Such later vacation leave requests are granted at the discretion of the employee's supervisor and management.
2. Vacation may be scheduled in less-than full day increments upon unforeseen situations or if work conditions allow. Such approvals will be at the discretion of the employee's supervisor and management.
3. Employees are to submit requests on a form available from the employee's supervisor.
4. Vacations will be scheduled with operational requirements in mind. In instances where there is a conflict in scheduling vacation time off between employees in the

TRUCKEE-CARSON IRRIGATION DISTRICT
EMPLOYEES ASSOCIATION AGREEMENT

same department, total employment seniority shall prevail.

5. In the event a holiday observed by TCID falls within the employee's vacation period, the additional day of vacation will be returned to the employee for use at another time.

C. Termination of Employment

Persons terminating employment with the District will receive pay in lieu of any vacation allowance not yet used at the current rate of salary. Vacation pay shall be determined based upon 1/12th of the employee's yearly vacation allowance for each thirty (30) days of service. An employee not completing one year of service as a full time, permanent employee at the time of his termination of employment is not eligible to receive vacation pay.

D. Reinstatement of Employment

Employees who return to full-time permanent employment with TCID within six (6) months of termination will be reinstated to their employment seniority status (adjusted for the time) for vacation. Reference Article 9 - Seniority.

TRUCKEE-CARSON IRRIGATION DISTRICT
EMPLOYEES ASSOCIATION AGREEMENT

Article 27

TERM OF CONTRACT

Contract term will run from official signing of President of the Board of Directors of Truckee-Carson Irrigation District and the Truckee-Carson Irrigation District Employee Association President for a two year period ending at midnight on the 31st of October, 2016.

The only exception to this contract is the Compensation package (insurance, wages, COL). The Compensation package will be subject to negotiations beginning in January of every year to be effective July 1st of that same year.

TRUCKEE-CARSON IRRIGATION DISTRICT
EMPLOYEES ASSOCIATION AGREEMENT

Article 28

EMPLOYER AND EMPLOYEES ASSOCIATION ACCEPTANCE:

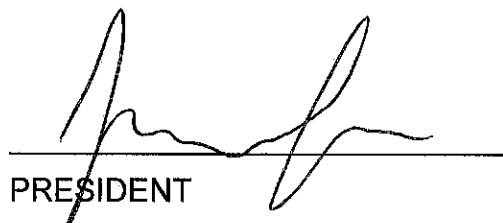
This Agreement has been negotiated with and agreed to between the Board of Directors of the Truckee-Carson Irrigation District and the Truckee-Carson Irrigation District Employees Association.

Any change or modification to this policy manual shall first be negotiated with and approved by the Employees Association.



PRESIDENT

TRUCKEE-CARSON IRRIGATION DISTRICT



PRESIDENT

EMPLOYEES ASSOCIATION

Nov 20, 2014
Date

Nov. 20, 2014
Date